

**MEMORANDUM OF UNDERSTANDING**

between the

City of Hollister

and the

Hollister Peace Officers Association

July 1, 2002 — June 30, 2005

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## **Article 1. Preamble**

This Memorandum of Understanding is entered into by the City of Hollister, hereinafter referred to as City, and the Hollister Peace Officers Association, hereinafter referred to as Association. This Memorandum of Understanding hereinafter referred to as M.O.U., is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act, and the Employer-Employee Relations Resolution of the City of Hollister.

## **Article 2. No Discrimination**

The City and the Association will cooperate in pursuing a policy of no discrimination of affirmative action. Any management established City advisory employee committee relating to affirmative action shall provide for Association representation on said committee. The City and Association further agree that no person employed by, or applying for employment, shall be discriminated against because of race, religion, creed, political affiliations, color, national origin, ancestry, age, or sex, unless defined as a bona-fide occupation qualification as defined by Federal or State law. The employer also agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Association. Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the grievant would not have occurred.

## **Article 3. Recognition**

Pursuant to Section 3500-3510 of the Government Code, the City certifies the Association as the recognized employee organization for a unit including the classifications of Police Officer, Police Officer Trainee, Crime Prevention/Youth Services Coordinator, Police Sergeant, Police Services Officer, Multi-Services Officer, Police Services Supervisor and any other classes assigned to the Police Department except clerical and management.

## **Article 4. Maintenance Of Benefits**

The articles included in this agreement constitute a full and complete agreement with the City and Association on all matters within the scope of representation for the period stated in Article 20. Term. All present resolutions, ordinances, rules and regulations, practices and policies covering matters within the scope of representation will continue in force and effect during said period without change, except to conform to the terms of this M.O.U., subject to meet and confer. Notice of any matter proposed to be changed will be provided to the Association in a timely fashion.

## **Article 5. Salary And Special Compensation**

### **I. Salary Adjustments**

#### **1. Sworn Unit Classifications**

- a. Effective on the first pay period beginning on or after July 1, 2002 a salary adjustment of thirteen percent (13%) shall be applied to all sworn unit classifications.
- b. Effective on the first pay period beginning on or after July 1, 2003, and July 1, 2004 salary adjustments of six percent (6%) shall be applied to all sworn unit classifications.

#### **2. Non-Sworn Unit Classifications**

- a. The City agrees that all non-sworn personnel represented by the HPOA will receive no salary adjustments during the term of this MOU.

#### **3. Sergeant Salary Separation**

- a. The City agrees to maintaining a fifteen percent (15%) salary differential between the Police Sergeant and Police Officer during the term of this MOU.

### **B. Cost of Living Adjustments (COLA)**

#### **1. Sworn Unit Classifications**

- a. The City agrees that all sworn personnel represented by the Association shall receive no COLAS for the term of this MOU.

#### **2. Non-Sworn Unit Classification**

- a. The City agrees that salary matrices for non-sworn personnel represented by the Association would be adjusted annually to allow for a Cost Of Living Adjustment (COLA) effective the first pay period beginning on or after July 1, 2002, 2003 and 2004 using 100% of the increase in the Consumer Price Index (CPI) U.S. All Cities, Urban Wage Earners and Clerical Workers (1967 = 100) as published by the Bureau of Labor

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Statistics, U.S. Department of Labor for the month of May 2001 compared to the same publication for the month of May 2002. The same method shall be used in the succeeding two years (2003, 2004) of the contract by adjusting the dates so that the calculation is based on the most current May to May period. The minimum adjustment on the adjustment date shall be 2.25% and the maximum adjustment shall be 5%.

C. Deferred Compensation Plan

The City shall continue, during the term of this M.O.U., to provide a voluntary deferred compensation plan for all employees of this unit.

D. Longevity Bonus

Within thirty (30) days of completion of a sworn officer's first, second, third, and fourth years of employment, the City shall pay a one-time lump sum bonus of \$450, \$600, \$625, and \$650 respectively.

E. Retirement

1. Contribution

- a. The City shall continue to provide the PERS 2% at age 50 retirement plan for eligible unit members until PERS 3% at 50 is implemented on July 1, 2005.
- b. The City agrees to implement the PERS optional benefit Section 20636 (c) "Reporting The Value Of Employer Paid Member Contributions", effective September 7, 2002. The City will pay the normal member contribution of 9% to the employee and the employee will be responsible for paying the PERS contribution.
- c. The City agrees to implement the PERS 3% @ 50 retirement formula for eligible sworn unit members effective July 1, 2005. The cost of this benefit will be recognized as a cost that will be applied toward the overall benefit package in the MOU effective July 1, 2005.

2. Non-Sworn Unit Classifications

- a. The City agrees to continue to provide the PERS 2% @ 55 retirement plan for eligible non-sworn unit members for the term of this MOU.

- b. The City agrees to provide all eligible non-sworn unit members the same PERS retirement benefit that is negotiated in the future by any other non-safety bargaining units within the City.

**3. 1959 Survivor's Death Benefit**

- a. The City agrees to continue the Fourth Level of the PERS 1959 Survivor's Death Benefit for all eligible unit members represented by the Association. The City further agrees to continue to pay the employer rate contribution with the employees represented by the Association continuing to pay the member rate contribution.

**4. One Year Final Compensation Benefit**

- a. The City agrees to continue the PERS Section 20042 'One Year Final Compensation' benefit for eligible non-sworn (local miscellaneous members as defined by PERS) Association members.
- b. The City shall pay all of the employer and member contributions to PERS for each eligible non-sworn member of the Association for this benefit.

**5. Modifications**

- a. The City agrees not to make any other modifications in the current PERS contract without a vote of all effected employees.

**F. Overtime**

An employee authorized or required to work overtime in excess of the assigned scheduled shift shall be compensated at the additional rate of time and one-half.

**G. Call Back Pay**

Any employee who is called back to work after he/she has worked the scheduled shift and has departed from the place of employment shall be compensated with overtime for the time worked at the rate of time and one-half with a minimum of three (3) hours.

**H. Court Time Pay**

**1. Required Court Attendance**

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- a. An employee who is required to attend court as a requirement of his/her employment shall be compensated at time and one-half for the first four (4) hours and time and one-half for additional hours after the four (4) hour minimum.

**2 Civil Witness Subpoena**

- a. An employee of this unit subpoenaed as a civil witness who is not required to attend court as a requirement of his/her employment with the City shall receive pay in the amount of three hundred dollars (\$300) per day.

**I. Training Time**

The Association agrees that additional hours devoted to training shall be taken off as compensatory time at the rate of time and one-half.

**J. Assigned Field Translators**

Upon passing a City sponsored Spanish speaking and/or written exam, all eligible unit employees shall receive a premium pay of one hundred twenty five dollars (\$125) per month.

**K. Field Training Officer Assignment**

Any personnel in a sworn Police Officer classification, other than a designated "Senior Police Officer" who is assigned as Field Training Officer for a Police Officer in training shall receive premium pay of one hundred twenty five dollars (\$125) per month prorated for each hour worked in such assignment.

**L. Senior Police Officer**

A maximum of three (3) Police Officers shall be designated and assigned special duties as a 'Senior Police Officer' subject to the following:

1. The Chief of Police has the right to make appointments.
2. To be eligible, the employee must have passed original probation.
3. Assignments shall be made for a minimum of twelve (12) months. The individual may be removed for cause from the assignment prior to the end of the twelve (12) month assignment.



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4. Employees assigned as 'Senior Police Officer' shall receive premium pay in the amount of one hundred ten dollars (\$110) per month.
5. Employees currently assigned to Detective duty shall not be eligible for this 'Senior Police Officer' premium pay.

M. Detective Assignment

The Chief of Police may appoint Police Officers and Sergeants to assignment as Detective. Those so appointed shall serve at the pleasure of the Chief of Police and shall not gain any property interest in the assignment. Those assigned as Detective shall be paid a premium of two hundred seventy dollars (\$270) per month.

N. Motorcycle Pay

Upon Management's assignment, an employee may be assigned to motorcycle duty. Those assigned shall be compensated at one hundred and sixty dollars (\$160) per month. This premium shall be considered full compensation for all overtime associated with maintenance and storage of the City assigned vehicle.

O. Gang Enforcement Training Officer

The Chief of Police may appoint an officer to the assignment of Gang Enforcement Training Officer. An individual assigned by the Chief of Police shall serve in the assignment at the pleasure of the Chief of Police and shall not gain any property interest in the assignment. Those assigned as a Gang Enforcement Training Officer shall be paid a premium of eighty dollars (\$80) per month while so assigned.

P. Compensatory Time

1. At the time overtime is worked, the employee has the option to request either overtime compensation or compensatory time.
2. Compensatory time may be granted in lieu of paid overtime at time and one-half. Unit members may accrue up to a maximum of 120 hours of compensatory time.
3. Whether or not compensatory time is granted, in lieu of overtime pay, shall be at the sole discretion of Management.
4. Requests for compensatory time off should be made to an employee's

immediate supervisor a minimum of five (5) work days prior to the beginning of the first work day requested off.

5. Management shall approve or reject a request for compensatory time off within two (2) Management working days of the request.

## **Article 6. Insurance**

### **A. CalPERS Medical**

1. The City shall to continue to provide the CalPERS medical plan options and the Blue Cross HMO medical plan for each eligible member of the unit for the term of this MOU.
2. The City shall pay two hundred dollars (\$200) per month toward medical insurance for sworn unit retirees that have earned a regular PERS service retirement after twenty (20) or more consecutive years of service to the City of Hollister as a sworn officer. This benefit will be paid until the retiree is Medicare eligible at which time the benefit will cease.

### **B. Dental and Vision Coverage 125 Plan**

The City shall continue to provide dental and vision coverage for each member of the unit for the term of this M.O.U..

### **C. Section 125 Flexible Benefits/Cafeteria Plan**

The City shall continue to provide for each member of the unit for the term of this M.O.U., a Section 125 Flexible Benefits/Cafeteria Plan in accordance with applicable laws and regulations.

### **D. City Health Care Contributions**

The City shall continue to contribute toward the CAL PERS medical or Blue Cross HMO, existing dental, and vision care plans based on the formula established in the City's Flexible Benefits/Cafeteria Plan (Exhibit A) for each member of the unit for the term of the M.O.U. The City agrees to adjust the City's contribution toward each eligible member's flexible benefits account in an amount equal to any health care rate adjustments that occur during the life of this M.O.U.

E. Terms for Health Care Participation

Participation and coverage in the medical, dental and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

F. Life Insurance

The City shall provide term life insurance in the amount equal to \$50,000 for each eligible member of the unit for the term of this MOU.

G. Long Term Disability Insurance

The City shall provide at no cost to all eligible unit members the Peace Officers Research Association of California (PORAC) Long Term Disability Program. This benefit will be coordinated with other benefits, which includes \$50,000 life insurance and shall provide a thirty (30) calendar day waiting period for non-industrial disabilities and sixty (60) calendar days for industrial disabilities, and sixty six and two-thirds percent (66 2/3%) of gross salary to a maximum of \$5,000 per month for the term of this agreement.

**Article 7. Educational Incentive**

A. Amount of Payments

Acknowledging the merits of continued education, the City agrees to pay the following amounts in addition to base pay:

1. Intermediate P.O.S.T. Certificate - One hundred fifty dollars (\$150) per month.
2. Advanced P.O.S.T. Certificate - Three hundred dollars (\$300) per month.

B. Commencement of Payments

Educational incentive payments shall commence on the next pay period following completion of certificate requirements and submitted to P.O.S.T. by the Chief of Police. Should the commission fail to issue a certificate within six (6) months or by the termination date of an employee, such incentives shall cease and all previous amounts paid be reimbursed to the City with a reasonable time period.

## **Article 8. Job Related Disabilities And The Americans With Disabilities Act**

### **A. Job Related Disabilities**

City agrees to comply with the Labor Code of the State of California for employees within this unit deemed disabled or temporarily disabled as a result and because of such job related injury which requires them to be absent from active City service.

### **B. Americans With Disabilities Act**

The parties recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA). Some of the accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. The parties agree that such accommodation relating to ADA shall not constitute a 'past practice' or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. The parties recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the City. Prior to taking action, the City shall notice the Union of a proposed accommodation, as it may apply to the working conditions of the unit, and shall give the Association opportunity for input. Actions taken by the City under this Article shall not be subject to the grievance procedure.

## **Article 9. Uniform Allowance and Safety Equipment**

### **A. Uniform Allowance**

The City agrees to contribute toward newly hired employees uniform needs at an initial allotment of two hundred dollars (\$200). The City agrees to provide each employee in the unit with an annual uniform allowance of seven hundred dollars (\$700) payable in semi-annual payments payable on the first payday which follows June 1<sup>st</sup> and December 1<sup>st</sup> of each year. Separate checks shall be issued.

### **B. Safety Equipment**

The City agrees to continue to provide all necessary protective clothing and safety equipment for members in this unit. In addition, the City shall comply with all

applicable State laws regarding damage and loss of uniforms and/or personal equipment. Personal protective vests will be replaced at City cost as per manufacturer's recommendations or repaired at City's option.

## **Article 10. Grievance Procedure**

This grievance procedure shall be the sole and exclusive procedure for resolving grievances filed by employees covered by the M.O.U.

### **A. Definition**

A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this agreement which adversely affects the grievant.

### **B. Stale Grievance**

A grievance shall be void unless filed in writing within fifteen (15) calendar days from the date upon which the City is alleged to have misinterpreted or misapplied this agreement, or with fifteen (15) calendar days from the time an employee might reasonably have been expected to have learned of the alleged misinterpretation or misapplication. Such discovery period shall not exceed 180 days regardless of the date of discovery. In no event shall a grievance include a claim for money relief for more than the fifteen (15) day period plus such reasonable discovery period.

### **C. Informal Discussion with Employee's Supervisor**

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. Any solution reached at this level must be confirmed in writing by the Personnel Officer to assure compliance with this agreement before it has any binding effect.

### **D. Formal Written Grievance to Employee's Supervisor**

If the employee chooses to formally pursue his/her grievance, he/she or his/her representative shall present the written grievance to his/her immediate supervisor within five (5) working days after the date upon which the grieving employee

informally discusses the grievance with the supervisor. (In the event a group grievance is formally submitted by the recognized employee organization, its initial submission will be to the department head and subsequent steps will be followed as outlined in this section.) The formal written grievance shall specify the provisions of this M.O.U. alleged to have been misinterpreted or misapplied; the remedy sought; and such other specific dates, times, places and persons and other facts necessary to derive a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with the supervisor's answer thereto in writing within five (5) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

E. Grievance to Department Head/City Manager

The department head or the City Manager, if the department head was the grievant's immediate supervisor, shall have seven (7) working days in which to review and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the department head or City Manager, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limits at this level may be extended by mutual agreement between the department head or City Manager and the employee or his/her representative.

F. Waiver of Appeal Steps

If the grievance is not resolved after the immediate supervisor has answered it in writing, the grievant(s) and the department head may, by mutual agreement, waive review of the grievance at Step E and proceed to present the grievance to the City Manager.

G. Advisory Fact Finding of Grievances

In the event the grievance is not resolved by the City Manager, the recognized employee organization may with fifteen (15) calendar days after receipt of the decision of the City Manager, request that the grievance be heard by a fact finder.

H. Selection of a Fact Finder

The fact finder shall be selected by mutual agreement between the City and the Association. If the parties are unable to agree on the selection of a fact finder, they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) qualified fact finders. The City and the grievant, or his/her representative, shall then alternately strike names from the list until only one name remains, and that person shall serve as fact finder.

I. Duty of Fact Finder

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the fact finder to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a proposed disposition of the grievance which shall be advisory in nature.

The proposed disposition shall be based solely on the interpretation of the applicable provisions of the M.O.U. and other personnel rules if applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the M.O.U. or such rules.

J. Payment Of Costs

Each party to a hearing before a fact finder shall bear its own expenses in connection therewith. All fees and expenses of the fact finder shall be borne one-half by the City and one-half by the grievant. If the City does not implement the proposed disposition of the grievance made by the fact finder, the City shall pay all fees and expenses of the fact finder.

K. Effect Of Failure Of Timely Action

Failure of the employee(s) to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

## **Article 11. Leaves**

The City shall continue the current sick leave and bereavement leave rules as defined in this article for the term of this M.O.U.

### **A. Bereavement Leave**

Bereavement leave is a separate paid leave which is available to all employees at the time of death or funeral of a member of the employee's immediate family as defined below:

wives/husbands	grandparent(s)	grandparent(s)-in-law
children	grandchildren	legal guardians
fathers	mothers-in-law	aunts
mothers	fathers-in-law	uncles
brothers	sisters-in-law	nieces
sisters	brothers-in-law	nephews

Bereavement leave shall not exceed three (3) work days for the death of a member of the employee's immediate family.

### **B. Family Sick Leave - Within Existing Benefit**

An employee may be granted up to a total of forty (40) hours of sick leave in a twelve (12) month period for the purpose of caring for a husband, wife, children (including stepchildren or foster children), or any other person living in the same household as the employee.

## **Article 12. Layoff**

The City shall have the sole right to determine which class(es) shall be subject to layoff.

### **A. Order Of Layoff**

1. The order of layoff of employees within a class or classes subject to layoff, shall be:



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- a. Provisional or temporary employees
  - b. Part-time employees
  - c. Probationary employees
  - d. Permanent employees
2. Within each of the first three (3) categories, the order of lay-off shall be at the discretion of the appointing authority. Order of layoff of probationary and permanent employees shall be according to seniority with the employee(s) having lowest seniority to be laid off first. Among employees with equal seniority, the order of layoff shall be determined by the appointing authority.

B. Seniority Determination

1. Each employee shall receive one (1) point per full month of service in the classification the employee is working at the time a layoff is being imposed. In addition, the employee shall receive one-half ( $\frac{1}{2}$ ) point per full month of service in any other unit classification, which the employee has worked and one-quarter ( $\frac{1}{4}$ ) point per full month of current services in any non-bargaining unit classification. The total of such points shall determine the employee's seniority.
2. Employees subject to layoff may first displace employees of lower seniority in any comparable classification, as determined by the City Manager. As a second alternative to layoff, employees subject to layoff may take a voluntary demotion to any lower classification within the same division of the unit in which the employee had prior permanent status, provided a vacancy exists, or the demoted employee has higher seniority than an employee working in that classification. As a third alternative to layoff, an employee subject to layoff may take voluntary demotion to a vacant position in a lower classification provided the employee can, through a non-competitive examination, establish proof to the satisfaction of the appointing authority that he/she is capable of performing the job.
3. In the event the demoted employee in all the above alternatives has equal seniority with the least senior employee working in the lower classification, the employee to be laid off shall be determined by total seniority with the unit. If such unit seniority is also equal, the employee to be laid off shall be determined by the appointing authority.

C. Re-employment

Employees laid off or demoted in lieu of layoff shall have a priority right of return to their prior class or to any lower class in the same or comparable classification series. This right shall remain effective for two (2) years from the date of demotion or separation from the service.

**Article 13. Miscellaneous**

A. Personnel Notices

Police Department management shall notice all officers of any intra departmental promotional possibilities and exams thereto at least thirty (30) days in advance of any exam or record review leading to such promotion.

B. Tuition Aid/Reimbursement

‘Tuition Aid’ is defined as a full or partial payment or reimbursement of registration fees and the minimum requirement of tests for specialized individual academic training which is related to the employee’s current job or which prepares an employee for a promotional opportunity within City service. Texts purchased for training by the City will become the City’s property upon completion of the training. The individual will have the option of purchasing the texts from the City.

1. Tuition aid for specialized training shall be made to the employee only upon evidence of completion of the training. In those instances where it is desirable because of the nature of the training to advance tuition aid, a department head may request payment of tuition aid prior to the training.
2. Tuition aid for academic training shall be made to the employee only upon evidence of satisfactory completion of the training. Satisfactory completion will be considered a grade of ‘C’ or better, or a grade of pass in a pass/fail grading system.
3. The following procedure shall apply for obtaining tuition aid.
  - a. Employees who desire tuition aid for specialized individual training or academic training shall submit their requests to their department head.

Requests will be reviewed by the department head and forwarded with recommendation to the Personnel Officer for authorization. Requests for aid and costs shall be processed within the administrative section of the department's budget. Prior authorization of the Personnel Officer must be obtained before the training starts in order for the employee to qualify for the tuition aid. Employees will be required to pay the tuition costs themselves, prior to the course, but will be reimbursed if the course is authorized and successfully completed as provided for herein. When the training is completed, evidence of satisfactory completion of the training must be submitted to the Personnel Officer for the purpose of obtaining reimbursement.

- b. An employee being subsidized by another agency, either governmental or private, shall receive tuition aid only to the extent not reimbursed by such other agency.
- 4. The City will pay a maximum of \$1,500 per fiscal year to any eligible unit member that meets the above listed criteria for tuition aid.

C. Vacation Accrual And Vacation Allowance

- 1. Upon prior written approval by the City Manager, vacation accrual beyond 240 hours may occur.
- 2. Vacation allowance shall be increased one (1) day per year after completion of twenty (20) years of service with a maximum of twenty-five (25) days after twenty-five (25) years of service.

D. PERS Credit For Unused Sick Leave

The City shall continue to provide the PERS Section 20965 "Credit For Unused Sick Leave" benefit for Police - Safety members as recognized by PERS, for the term of this agreement.

E. Sick Leave Conversion To Cash

Eligible unit employees may convert a percentage of accrued, unused sick leave to cash at death or retirement from City employment. The provisions for this policy are as follows:

1. Employees of this unit may not “cash out” or be compensated for any of the first 240 hours of sick leave accrued.
2. Any current employee of this unit having completed 10 years of continuous service with the City and who retires from City service, will be compensated for 25% of accrued, unused sick leave in excess of 240 hours at the employee’s hourly rate of pay at the time of retirement from City service.
3. The surviving spouse, beneficiary(s), dependent(s) or estate of any current employee of this unit who has completed 10 years of continuous service with the City and dies while employed by the City prior to retirement, will be compensated for 50% of accrued, unused sick leave in excess of 240 hours at the employee’s hourly rate of pay at the time of death.
4. Any current employee of this unit having completed 10 years of continuous service with the City and having an unused sick leave accrual balance exceeding 500 hours may, at their option, “cash out” up to a maximum of 96 hours (12 days) of unused sick leave annually as long as the “cashed out” hours do not diminish the unused sick leave accrual balance to an amount less than 500 hours.
5. Compensation for unused, accrued sick leave will be made at the employee’s rate of pay at the time of “cash out”. Requests for payment of unused sick leave as described herein, shall be made in writing to the Finance Department at least 30 days in advance of June 1<sup>st</sup> and December 1<sup>st</sup> of each year.
6. Payments of “cashed out” unused sick leave will be made on the first pay day which follows June 1<sup>st</sup> and December 1<sup>st</sup> of each year. A check separate from the normal payroll check shall be issued for payment of unused sick leave.

F. Creation of Police Officer Trainee Classification

The City and Association agree to create a Police Officer Trainee classification with a salary range established at P-18 of the City of Hollister Sworn Police Officer salary schedule. The intent of creating this classification is for the City to have the ability to hire qualified individuals that have not completed a P.O.S.T. recognized Police Academy and pay for the Police Officer Trainee's salary and expenses while the Police Officer Trainee completes the Police Academy. Upon successful completion of the Police Academy, the employee would be promoted to the classification of Police Officer.

G. Probationary Period

All new sworn-unit members that are hired after the adoption of this MOU, will serve an eighteen (18) month probationary period, which will include the time spent at the Police Academy.

H. Reclassification of Non-Sworn Personnel

Effective the first pay period on or after July 1, 2002, the following reclassifications of non-sworn personnel will take place:

Police Records Supervisor reclassified to Police Services Supervisor  
Police Records Clerk reclassified to Police Services Officer  
Parking Enforcement Officer reclassified to Police Services Officer

The salary ranges effective the first pay period beginning on or after July 1, 2002 are as follows:

Police Services Supervisor	PNS-49
Police Services Officer	PNS-25

The classifications of Parking Enforcement Officer, Police Records Clerk, and Police Records Supervisor shall be abolished. Non-sworn personnel whose current positions are Police Records Supervisor or Police Records Clerk as of July 1, 2002, will not receive a salary adjustment from this reclassification. The reclassified Parking Enforcement Officer shall receive a 2% salary adjustment equal to PNS-25.

In addition to the above, the existing job duties of the current non-sworn personnel will not be effected by this reclassification.

#### **Article 14. Maintenance Of Operations**

The Association agrees that during the term of this M.O.U. and for the period of time necessary for the meet and confer process to conclude a successor M.O.U., neither the Association, nor any representative acting on its behalf, will cause, authorize, engage in, condone or sanction a strike, sick-in, work stoppage, slow down, picketing (other than informational picketing on the employees' own time), concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another unit's labor organization to engage in or honor such activities against the City, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.

If the City determines that the Association has engaged in any activity mentioned above, the City may order the forfeiture of all rights and privileges, or any portion thereof, of the Association.

If the City determines that an employee has engaged in any activity above, the employee may be subject to disciplinary action up to and including discharge from City service.

#### **Article 15. Prevailing M.O.U.**

In the event of a conflict between a specific provision of this M.O.U. and a written rule, regulation, or resolution of the City or any of its divisions, the terms of the M.O.U. shall prevail and said written rule, regulation, or resolution shall be physically amended to conform to the specific provisions of this M.O.U.

#### **Article 16. Holidays And Holiday Pay**

Compensation equal to twelve (12) days shall be made to sworn personnel in semi-annual payments payable on the first pay day which follows June 1<sup>st</sup> and December 1<sup>st</sup> of each year. Separate checks shall be issued. Non-sworn personnel shall have the same holiday schedule as employees in the miscellaneous employees bargaining unit.

### **Article 17. Drug Free Workplace Policy**

The City's Drug Free Workplace Policy, City Personnel Rule 2.05, adopted by Resolution 92-116 (August 3, 1992), is incorporated by reference into this Memorandum of Understanding.

### **Article 18. Personnel Rule Change**

The parties agree to the following change to the City's Personnel System Rules & Regulations:

#### **Section 16.3 Disciplinary Procedure**

Rewrite the first paragraph under A to read as follows: 'In all cases of proposed disciplinary action, except an oral or written reprimand or suspension without pay of one (1) day or less or with pay of ten (10) days or less....'

The implementation of the above provision shall not result in the waiver of any rights of employees covered by the Public Safety Officers Procedural Bill of Rights Act (Government Code Sections 3300-3311).

### **Article 19. Savings Clause**

If any article or section of this M.O.U. should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this M.O.U. shall remain in full force and effect for the duration of this M.O.U. In the event of invalidation of any article or section, the City and the Association agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

### **Article 20. Term**

The term of this Memorandum of Understanding shall commence on July 1, 2002 and expire on June 30, 2005, unless otherwise agreed to by both parties.

City of Hollister - Police Officers Association MOU - 2002-2005

**City of Hollister**

**Hollister Peace Officers Association**

Dated

Dated \_\_\_\_\_

by

City Manager

by \_\_\_\_\_

President

by

by \_\_\_\_\_

Chief Negotiator

by \_\_\_\_\_

by \_\_\_\_\_



## **EXHIBIT A**

### **City of Hollister Flexible Benefits Plan**

#### **Description**

The City of Hollister Flexible Benefits Plan (hereinafter ‘Cafeteria Plan’) is available to full-time employees (hereinafter “employees”). There will be three participation levels. Once an election is made, it will remain in force until the next open enrollment period. A third party administrator fee will be paid by the employees that participate in the Cafeteria Plan.

#### **Participation Levels**

The City will pay the first \$16/month of the premium for medical coverage elected through PERS. The City will allocate specified amounts of “flex credits” to the employee’s flexible benefit account. The amounts for determining the flex credits is as follows:

##### **Single Employee**

$\$6.00 \text{ flexible benefits plan administration fee} + [\text{PERS Health Lifeguard medical plan (one (1) party premium)} - \$16 \text{ PERS employer contribution}] + \text{dental plan (one (1) party premium)} + \text{vision plan [one (1) party premium]} + \$16 \text{ PERS employer contribution} - \$6.00 \text{ flexible benefits plan administration fee} = \text{flex contribution for single employee.}$

##### **Employee With One (1) Dependent**

$\$6.00 \text{ flexible benefits plan administration fee} + [\text{PERS Health Lifeguard medical plan (two (2) party premium)} - \$16 \text{ PERS employer contribution}] + \text{dental plan (two (2) party premium)} + \text{vision plan [two (2) party premium]} + \$16 \text{ PERS employer contribution} - \$61.16 \text{ employee contribution [\$41.24 medical/dental contribution} + \$13.92 \text{ vision contribution} + \$6.00 \text{ flexible benefits plan administration fee}] = \text{flex contribution for employee with one (1) dependent.}$

## **Family**

\$6.00 flexible benefits plan administration fee + [PERS Health Lifeguard medical plan (family premium) - \$16 PERS employer contribution] + dental plan (family premium) + vision plan (family premium) + \$16 PERS employer contribution – \$96.80 employee contribution [\$76.88 medical/dental contribution + \$13.92 vision contribution + \$6.00 flexible benefits plan administration fee] = flex contribution for family.

Employees can also elect to participate in the optional benefits. If the employee has any surplus flex credits after making all elections required to participate in the medical insurance, the employee can use the surplus toward optional qualified insurance benefits or one or both of the pre-tax spending accounts. Employees that wish to participate in the optional benefits plan, but do not have any surplus credits, can elect to have a pre-tax payroll deduction (salary redirection) in an amount to cover the cost of their elections.

All employees must participate in the group medical coverage offered by the City. The City of Hollister does not allow the employee to take the surplus credits in taxable cash. Employees who elect not to participate in the group medical coverage offered by the City will be asked to sign a waiver and will be required to provide proof of medical insurance. They will have an opportunity to participate in the Plan's flexible benefit options listed in Exhibit A-1.

The City of Hollister has elected to not offer the employees who opt out of the medical plans to take a cash option.

For employees who elect not to participate in the group medical coverage offered by the City, the City will provide dental and vision coverage for the employee and his/her dependents at not cost to the employee.

## **Premium Option**

Employees may pay the premiums for the following benefits on a voluntary basis:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Group term life up to \$50K for employee only

- AD&D
- Short Term Disability Insurance
- Cancer Insurance
- Supplemental Health Insurance
- Accident Only Insurance
- Intensive Care Insurance

### **Flexible Spending Accounts (FSA's)**

The City agrees to establish a pre-tax dependent care reimbursement account up to the maximum reimbursement allowed by law.

The City agrees to establish a pre-tax medical reimbursement account, up to two thousand five hundred dollars (\$2,500) per year, per employee.

### **Vision Plan**

The City shall offer vision care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

### **Dental Plan**

The City shall offer dental care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

### **Voluntary Insurance**

The voluntary supplemental life insurance plan offered through Standard Insurance Company will also be made available through the flexible benefits plan for pre-tax contributions by the employees. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

Employees may also elect pre-tax payroll deductions to support other City sponsored voluntary supplemental insurance benefits.

### **Summary**

There are three (3) levels of employer flexible credit amounts provided in the Cafeteria

Plan. Employees may choose to apply their flexible credit allowances toward the medical insurance and/or pre-tax optional benefits offered under the plan outlined in Exhibit A-1. Employees also may elect pre-tax payroll deductions to support the benefits chosen.

## **Exhibit A-1**

### **City of Hollister Flexible Benefits Plan**

#### **Benefits Options**

- 1. Core Flex Plan**
  - a. PERS medical option
- 2. Flexible Benefit Options**
  - a. Pre-tax Spending Accounts
    - (1) dependent care
    - (2) un-reimbursed medical expenses
  - b. Vision Plan
  - c. Dental Plan
  - d. Voluntary Supplemental Life Insurance